

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-09B-02749	DATE JUL 12 2012	PAGE 1 of 2
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ADDRESS OF PREMISES:
1900 O'Farrell Street, Suite 200, San Mateo, California 94403-1389

THIS AGREEMENT, made and entered into this date by and between **Syme City Plaza, LLC a Delaware limited liability company** and **Syme Ventures O'Farrell, LLC a Delaware limited liability company**

whose address is 330 Primrose Road, Suite 203 Burlingame, California 94010-4026

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to update tenant improvements which exceed the Notice to Proceed amount.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective, upon Government execution, as follows:

- I. In a separate correspondence dated February 24, 2012, the Government issued Notice to Proceed for Tenant Improvements in the amount of \$853,012.00. Additional authorization is hereby provided for those certain items contained within approved Change Orders #1 through #3. As a result, the total costs for tenant improvements are \$855,014.54.

CO #1 – Secure open and closed ducts with Alternative 1 - [REDACTED]
CO #2 -- 68 key cards (66 @ \$25 + 2 at no additional cost) - [REDACTED]
CO #3 – 10 additional duplex outlets - [REDACTED]
Credit #1 – Structural work allowance not needed for operable door and roof top mechanical unit – [REDACTED]
Credit #2 – Special inspections allowance not needed – [REDACTED]

\$853,012.00 plus [REDACTED] plus [REDACTED] + [REDACTED] minus [REDACTED] minus [REDACTED] = \$855,014.54.


- II. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$359,583.98, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.
\$359,583.98 (TI overage to be paid lump sum) plus \$495,430.56 (amortized into the lease) = \$855,014.54 (Total TI).

The original invoice should be sent electronically to (www.finance.gsa.gov) and must be sent directly to the GSA Finance Office at the following address:

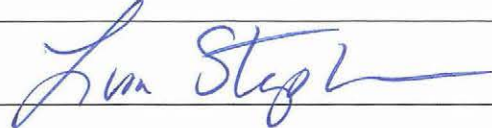
General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

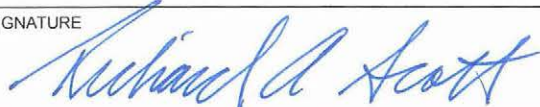
LESSOR

SIGNATURE 	NAME OF SIGNER Kirk Syme
ADDRESS	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Lisa Stephenson
ADDRESS	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Richard A. Scott
	OFFICIAL TITLE OF SIGNER GSA Lease Contracting Officer

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Richard Scott (9P4PRD)
450 Golden Gate Avenue, 3rd Floor East
San Francisco, CA 94102

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- **GSA PDN # PS Number (will be sent after Government executes this SLA).**
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If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

III. The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit C and Special Requirements.

IV. The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.